


SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 		RATING N/A		PAGE OF PAGES 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-NC-02-10618		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
Environmental Protection Agency Contracts Management Division Admin Bldg Lobby, Alexander Dr. Research Triangle Park, NC 27709				Environmental Protection Agency Contracts Management Division (MD-33) Research Triangle Park, NC 27711			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until <u>04:00 PM</u> local time <u>11/22/2002</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME JOY KIMBLE		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 919		C. E-MAIL ADDRESS kimble.joy@epa.gov	
				NUMBER 541-2897		EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS		___ CALENDAR DAYS	
		%		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE		NUMBER		EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
								18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 	
24. ADMINISTERED BY (If other than item 7) CODE				25. PAYMENT WILL BE MADE BY CODE:	
				Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusableSTANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 CONSIDERATION AND PAYMENT--TOTAL FIXED PRICE (EP 52.216-160) (APR 1984)**

The fixed price of this contract is as follows. Payment will be made upon delivery and acceptance of all required services.

BASE PERIOD

Description	Qty	Unit	Unit Price	Total Price
0001A Operation and Maintenance Services in accordance with the Statement of Work (Attachment 1) 03/01/03 - 02/28/04	12	MO	\$ _____	\$ _____
0001B Material (See H.17) (Actual Cost Only) 03/01/03 - 02/28/04	1	YR		NOT TO EXCEED \$ <u>85,000</u>
TOTAL FOR BASE PERIOD				\$ _____

OPTION PERIOD I:

Description	Qty	Unit	Unit Price	Total Price
0002A Operation and Maintenance Services in accordance with the Statement of Work (Attachment 1) 03/01/04 - 02/29/05	12	MO	\$ _____	\$ _____
0002B Material (See H.17) (Actual Cost Only) 03/01/04 - 02/29/05	1	YR		NOT TO EXCEED \$ <u>85,000</u>
TOTAL FOR OPTION I PERIOD				\$ _____

OPTION PERIOD II:

Description	Qty	Unit	Unit Price	Total Price
0003A Operation and Maintenance Services in accordance with the Statement of Work (Attachment 1) 03/01/05 - 02/28/06	12	MO	\$ _____	\$ _____
0003B Material (See H.17) (Actual Cost Only) 03/01/05 - 02/28/06	1	YR		NOT TO EXCEED \$ <u>85,000</u>
TOTAL FOR OPTION II PERIOD			\$ _____	

OPTION PERIOD III:

Description	Qty	Unit	Unit Price	Total Price
0004A Operation and Maintenance Services in accordance with the Statement of Work (Attachment 1) 03/01/06 - 02/28/07	12	MO	\$ _____	\$ _____
0004B Material (See H.17) (Actual Cost Only) 03/01/06 - 02/28/07	1	YR		NOT TO EXCEED \$ <u>85,000</u>
TOTAL FOR OPTION III			\$ _____	

OPTION PERIOD IV:

Description	Qty	Unit	Unit Price	Total Price
0005A Operation and Maintenance Services in accordance with the Statement of Work (Attachment 1 & Changes to SOW IAW this Mod) 03/01/07 - 02/28/08	12	MO	\$ _____	\$ _____
0005B Material (See H.17) (Actual Cost Only) 03/01/07 - 02/28/08	1	YR		NOT TO EXCEED \$ <u>85,000</u>
TOTAL FOR OPTION IV			\$ _____	

CUMULATIVE TOTAL FOR BASE PERIOD AND ALL OPTIONAL PERIODS: \$ _____

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.

15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General*. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE

E.2 GOVERNMENT'S QUALITY ASSURANCE PROGRAM

a. In accordance with the INSPECTION OF SERVICES--FIXED PRICE clause, each phase of the services rendered under this contract is subject to Government inspection both during the Contractor's operations and after completion of the work. After each inspection, the Contractor will be advised of any unsatisfactory condition(s) for which he/she is responsible. The Contractor shall correct such deficiencies promptly and, by written report to the Contracting Officer, shall address corrective/preventive actions taken. **The Government's QA Surveillance Program is not a substitute for Quality Control by the Contractor.**

b. The Project Officer may check the Contractor's performance and document any noncompliance, but only the Contracting Officer may take formal action against the Contractor for unsatisfactory performance.

c. The Government will reduce the Contractor's invoice or otherwise withhold payment for any individual item of nonconforming service observed as specified in CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES clause.

E.3 CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

The right of the Government and remedies described in this section are in addition to all other rights and remedies set forth under the Inspection of Services and Default or Termination clauses. Any reductions pursuant to the Performance Requirements Summary (PRS), shall reflect the reduced value of services to be performed under the contract. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated

for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

E.4 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency
Western Ecology Division
200 S.W. 35th Street
Corvallis, Oregon 97333

U.S. Environmental Protection Agency
Western Ecology Division
1350 S.E. Goodnight Avenue
Corvallis, Oregon 97333

U.S. Environmental Protection Agency
Western Ecology Division
3731 S.W. Jefferson Way
Corvallis, Oregon 97333

U.S. Environmental Protection Agency
Western Ecology Division
2111 S.W. Marine Science Drive
Newport, Oregon 97365

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION

The Contractor shall prepare and deliver reports in accordance with Attachment 2.

F.3 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by- products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any

other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER
AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers			50
Envelopes			50
Form bond including computer			50
paper and carbonless			
Book papers			50
Bond papers			50
Ledger			50
Cover stock			50
Cotton Fiber papers	25		50
TISSUE PRODUCTS:			
Toilet tissue		20	
Paper towels		40	
Paper napkins		30	
Facial tissue		5	
Doilies		40	
Industrial wipes		0	
UNBLEACHED PACKAGING:			
Corrugated boxes		35	
Fiber boxes		35	
Brown papers (e.g. bags).....		5	
RECYCLED PAPERBOARD:			
Recycled paperboard products		80	
Pad backing		90	

F.4 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from **01 March 2003** through **29 February 2004** inclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

NOTE: THIS CLAUSE ONLY PERTAINS TO THE COST REIMBURSEMENT CLINS 0001B, 0002B, 0003B, 0004B, AND 0005B REFERENCED IN CLAUSE B.1.

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract

period.

(d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d) (2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c) (2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.2 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.3 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.4 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

Subcontractor Name	Value	Subcontract Type
_____	_____	_____

G.5 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

NONE

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

See Attachments 4, 5, 6, 7, 9, & 11

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).

7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as ``a group of interacting items functioning as a complex whole,'' the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to: EPA CO

1 copy: DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for

disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number;
 Description;
 Manufacturer;
 Model;
 Serial Number;
 Acquisition Date;
 Date received;
 Acquisition Cost*;
 Acquisition Document Number;
 Location;
 Contract Number;
 Account Number (if supplied);
 Superfund (Yes/No);
 Inventory Performance Date;
 Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

G.6 GOVERNMENT PROPERTY--RESIDUAL INVENTORY (EP 52.245-110) (APR 1984)

The Contractor is authorized to use in the performance of this contract the residual inventory presently accountable to Contract No. **68D98044**.

G.7 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)

The contract property administrator

Defense Contract Management Agency (DCMA)

TO BE IDENTIFIED UPON CONTRACT AWARD

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

G.8 ANNUAL SUMMARY REPORT OF GOVERNMENT OWNED/CONTRACTOR HELD PROPERTY FORMAT

As required by FAR 45.505-14(b) EPA hereby specifies the annual summary report format as follows:

- a. For the reporting year 1998 only, all beginning balances shall be shown as 0. For subsequent years, the previous years ending balance shall serve as the following year's beginning balance.
- b. For each classification listed in FAR 45.505-14(a), except material, provide the total acquisition cost and quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.
- c. For material, provide the total acquisition cost only.
- d. Property classified as plant equipment, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first shall include the total acquisition cost and quantity of all items with a unit acquisition cost of \$25,000 or more. The second shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.
- e. While contractors may maintain the record of a system either by noting all of the component parts of the system, with associated costs, under the system title, or by maintaining individual records for each component, contractors must report, **as a system**, all groups of component parts that interact and function as a complex whole, if the total acquisition cost of the system is \$25,000 or more.

G.9 ACCESS TO GOVERNMENT PROPERTY, SERVICE, AND/OR SPACE (RTP-G-1)

1. A portion of the effort required to be accomplished under this contract must be performed at a Government facility. The Contractor shall be granted ingress and egress at such Government facility.
2. While Contractor personnel are at the Government facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to health and safety as they relate not only to their employees and agents, but also to other personnel who are Government employees or agents of the Government, and to property at the site regardless of ownership.

3. When the Contractor's team arrives at the Government facility, the team leader will make detailed arrangements with the Project Officer for access to and availability of the property, services, and space as listed hereafter.

4. While on Government premises and in possession of Government property, the Contractor is considered to be a bailee for hire, and subject to all duties thereof.

5. The Government property, services, and/or space as listed hereafter to which the Contractor shall have access under this clause shall be made available at the Government facility. In the event the property to which the Contractor is to have access is not made available as scheduled, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor thereby and shall equitably adjust the delivery or performance dates of the Contract and any other contractual provisions affected by any such delay, in accordance with the procedures provided for in the clause of the contract entitled "Changes."

FOUR (4) LOCATIONS:

U.S. Environmental Protection Agency
ORD/NHEERL/WED
200 S.W. 35th Street
Corvallis, OR 97333

U.S. Environmental Protection Agency
ORD/NHEERL/WED
1350 S.E. Goodnight Avenue
Corvallis, OR 97333

U.S. Environmental Protection Agency
ORD/NHEERL/WED
3731 S.W. Jefferson Way
Corvallis, OR 97333

U.S. Environmental Protection Agency
ORD/NHEERL/WED
2111 S.E. Marine Science Drive
Newport, OR 97365

For additional details regarding space and property, see Clauses G.5, G.10 and Attachments 4, 5, 6, 7, 8, 9, 11, 15, 16, 17, 18, 19, & 20.

G.10 GOVERNMENT SPACE & PROPERTY MADE AVAILABLE FOR CONTRACTOR'S USE

On-site operations shall be provided at the U.S. Environmental Protection Agency locations indicated in Clause G.9.

1. WORK SPACE (Corvallis)

The Government shall provide the office, shop, and storage space indicated below, including utilities, office furniture (provided "as is"), telephone for conducting official business, and access to a copy machine for the use of the Contractor in the performance of services required under this contract. Any contractor-owned or leased office furniture or equipment brought to these locations must be clearly identified so as not to be confused with Government-Furnished Property.

CONTRACTOR ASSIGNED SPACE

The space included under this designation consists of office, shop, mechanical and storage space necessary for the Contractor to fulfill the requirements of the Statement of Work.

Shop and Supply Building

First Floor - Rooms 101, 104, 108, 113, 114, 115, 117, 124, 125, 302, 310, 314, 318, 313.

Second Floor - Rooms 201, 202, 204, 205, 206, 207, 210, 214, 216, 218, 238, 242, 246, 248

Annex - Bay 1.

WRS Main Building

First Floor - Rooms 14, 15, 16.

Second Floor - Room 29

Bldg. 400 - Rooms 401

WED Main Building

First Floor - Rooms 110, 161, 163, 180,

Second Floor - Rooms 210, 270, 288

Third Floor - All

Wildlife Toxicology Facility

Entire second floor

Newport Main Building

Rooms A141, S115A, S107

Newport Storage Building

Shop

2. WORK SPACE (Newport)

The Government shall provide the office, shop, and storage space indicated below, including utilities, office furniture (provided "as is"), telephone for conducting official business, and access to a copy machine for the use of the Contractor in the performance of services required under this contract. Any contractor-owned or leased office furniture or equipment brought to these locations must be clearly identified so as not to be confused with Government-Furnished Property.

CONTRACTOR ASSIGNED SPACE

The space included under this designation consists of office, shop, mechanical and storage space necessary for the Contractor to fulfill the requirements of the Statement of Work.

Newport Main Building

Rooms A141, S115A

Newport Storage Building

Shop

G.11 GOVERNMENT FURNISHED PROPERTY PROVIDED "AS IS"

The Government will provide tools and equipment (provided "as is") as listed in Attachments 6, 7, 9, & 11 for use by the contractor in performing under this contract. The Government will not repair or replace any worn, damaged or lost property. It shall be the contractor's responsibility to maintain the government-furnished property in good working condition or to replace it at the contractor's own expense. The contractor shall return the property to the government in the same condition as received, fair wear and tear and approved modifications excepted. This property shall only be used in the performance of this contract.

G.12 ANNUAL SUMMARY REPORT FORMAT (RTP-G-4)

The EPA form, "Report of Government-Owned/Contractor-Held Property" can be found on the internet at: http://www.epa.gov/oam/rtp_cmd under the heading "Forms."

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (NOV 1991)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

H.2 EQUIPMENT/MACHINERY/VEHICLE OPERATION

The Contractor shall insure all employees, prime or subcontractor, operating any equipment and/or machinery during performance of this contract shall be free of alcohol and drugs which could impair the safe operation of the equipment, machinery or vehicle.

H.3 WORK ORDERS

All work direction will be provided to the contractor through "work orders" generated on the Data Stream MP2 Maintenance Management System and approved in writing by the Project Officer. Each work order will have a unique work order number and issue date that will be used for monitoring work progress. Each individual work order will list the facility component or service request number and location, a complete description of the task to be performed, what part of the Statement of Work the task falls under, the expected completion date, and any special conditions or concerns. The Contractor shall perform and complete the work and close the work order in the MP2.

H.4 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania

Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.5 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) Prohibition.

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review

Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require

duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.6 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.7 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
 1 = poor,
 2 = fair,
 3 = good,
 4 = excellent,
 5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
 1--Major problems have been encountered
 2--Some problems have been encountered
 3--Minor inefficiencies/errors have been identified
 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

0--Contractor is unable to manage costs effectively
 1--Contractor is having major difficulty managing costs effectively

- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective
- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level

that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations performance category (including a narrative for the rating);
- (3) Concur with or revise the project officer's ratings after consultation with the project officer;
- (4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

- (1) Review the Report;
- (2) Provide a response (if any) to the contracting officer on company letter head or electronically;
- (3) Complete contractor representation information; and
- (4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

- (1) Review the contracting officer's written recommendation; and
- (2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business

days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.8 OPTION TO EXTEND THE TERM OF THE CONTRACT-- FIXED PRICE (EPAAR 1552.217-77) (OCT 2000)

The Government has the option to extend the term of this contract for **four** (4) additional period(s). If more than sixty (60) days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last sixty (60) days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

<u>Period</u>	<u>Start date</u>	<u>End date</u>
OPTION I	03/01/04	02/28/05
OPTION II	03/01/05	02/28/06
OPTION III	03/01/06	02/28/07
OPTION IV	03/01/07	02/28/08

(b) During the option period(s) the Contractor shall provide the services described attachment I, Statement of Work.

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

SEE "SCHEDULE OF SUPPLIES/SERVICES - SECTION B"

H.9 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.10 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.11 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

On-Site Supervisor/Program Manager
Licensed Electrician
HVAC Mechanic certified in Refrigerant Reclamation
Licensed Plumber

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable

qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.12 SECURITY REQUIREMENTS FOR CONTRACTORS PERFORMING SERVICES ON-SITE FOR THE ENVIRONMENTAL PROTECTION AGENCY (EP-S 02-01) (JAN 2002)

(a) Definitions: For purposes of this clause, on-site refers to any federally-owned or leased space and any commercial space primarily occupied by federal workers. It also includes EPA designated superfund sites regardless of whether or not they are federally-owned or leased.

(b) Contractor employees working under this contract who will perform work on-site shall be subject to security screening requirements. Contractors are responsible for performing the background checks and for screening unacceptable candidates from the pool of on-site workers. Contractors are required to maintain records of background checks and to make them available for Government review upon demand.

(c) The Contractor is responsible for completing a background check on each of his employees prior to the employees beginning work on-site. To be valid, a background check must have been performed within the 6 month period prior to the employee beginning on-site work. At a minimum, the background check will include:

1. National criminal and civil records;
2. Credit report;
3. Social security number trace;
4. Verification of US citizenship or legal resident status;
5. Written/**oral** inquiries to appropriate local law-enforcement agencies, former employers and supervisors, **and** references, and
6. Professional license and certification verification.

Temporary Certification/Temporary Access:

In no event will an individual be permitted access to an EPA installation for the purpose of on-site performance prior to a certification by the contractor that (1) a background check has been initiated by the contractor and is approved for preliminary clearance; (2) the contractor will provide a permanent clearance certificate within 45 days of the individual's access to the EPA facility for work. Upon receipt of the temporary certification, in order that the individual may gain access to the facility and begin performance of contract work, an interim security clearance, not to exceed

45 days, may be issued by the Contracting Officer or Project Officer pending final clearance determination and certification from the contractor.

6. Professional license and certification verification.

(d) EPA may designate certain contractor employees who will be subject to higher levels of scrutiny. In those instances, the employee and the parameters of the investigation will be specified in this clause.

(e) Whenever a contractor becomes aware that the retention of an employee for work at an on-site location under an EPA contract is inconsistent with the interests of national security, such information shall be immediately provided to the Contracting Officer, and the employee shall be immediately removed from the site and replaced with a qualified substitute.

(f) The Contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.13 PROCUREMENT HISTORY (LOCAL LRT-42-22) (DEC 2001)

This requirement is a follow-on to Contract No. **68D98044** with **Transcontinental Enterprises, Inc.** which expires on **02/28/2003**.

H.14 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (RTP-H-1)

The Contractor's insurance requirements of Clause 52.228-5, Insurance--Work on a Government Installation (JAN 1997), shall be as follows:

At a minimum, the Contractor shall procure and maintain the following types and amounts of insurance:

(1) Workmen's compensation and occupational disease insurance in amounts sufficient to satisfy Federal and State laws;

(2) Employer's liability insurance of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers;

(3) General liability insurance for bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.; and

(4) Automobile liability insurance written on the comprehensive form of policy providing for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of the contract of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary

claims.

H.15 GOVERNMENT HOLIDAYS (RTP-H-10)

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day
Martin Luther King's Birthday
Presidents' Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

H.16 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (RTP-H-2)

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, placemarkers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.17 LICENSING, BONDING AND FEES

(a) The Contractor shall provide at no cost to the Government, any official bonds required and pay all fees or costs involved for any employee engaged in providing services specified under this contract.

(b) The Contractor must be licensed under city, county, and/or state codes as required by law.

H.18 MATERIAL COSTS

Material costs include the costs of expendible items such as: spare and repair parts; raw materials needed for fabrication, alteration, repair and maintenance; parts, subassemblies, components, and manufacturing supplies,

whether purchased or manufactured by the contractor. Material for the purposes of Clause B.1 means property that may be incorporated into or attached to a deliverable end item or that will be consumed or expended in performing the contract.

H.19 UNIFORMS

The Contractor shall provide the Contractor's on-site staff with an appropriate "maintenance type" uniform for staff identification and shall provide the on-site staff with all required safety equipment such as safety toed shoes, safety glasses and hearing protection. All Contractor staff working on-site shall wear the uniform while on duty and visibly display an identification badge which is provided by EPA.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	DEC 1998	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-29	FEB 1999	NOTIFICATION OF VISA DENIAL
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND

		MATERIAL SAFETY DATA
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS
52.244-2	AUG 1998	SUBCONTRACTS ALTERNATE II (AUG 1998)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

**I.2 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY-- MODIFICATION
(FAR 52.203-9) (SEP 1995)**

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION

(1) I, _____ [Name of certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the

exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

 Signature of the Officer or Employee Responsible
 for the Modification Proposal and Date

 Typed Name of the Officer or Employee Responsible
 for the Modification Proposal

* Subsections 27(a), (b), and (d) are effective on December 1, 1990.
 Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or

bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.4 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.5 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-42) (JAN 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) IF (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at

a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include:

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data on Standard Form(SF)1411, Contract Pricing Proposal Cover Sheet(Cost or Pricing Data Required), with supporting attachments prepared in accordance with Table 15-2 of FAR 15.804-6(b)(2).

(2) As soon as practical after agreement of price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, prescribed by FAR 15.804-4.

I.6 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999)

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference. {time} Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or

participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.7 SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41) (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class

of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c) (2) (ii) of this

clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section (6)(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively

bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the

service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each

employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer

a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable

regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes

concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage- Fringe Benefits
HVAC Mechanic	\$15.25/hr. + 26% Fringe
Electrician, Maintenance	\$18.72/hr. + 26% Fringe
Electronics Technician, Maintenance II	\$18.23/hr. + 26% Fringe
Machinery Maintenance Mechanic	\$15.86/hr. + 26% Fringe
Plumber, Maintenance	\$16.97/hr. + 26% Fringe
Pipefitter, Maintenance	\$18.22/hr. + 26% Fringe
Painter, Maintenance	\$13.73/hr. + 26% Fringe
Electronics Technician, Maintenance I	\$16.63/hr. + 26% Fringe
Shipper and Receiver	\$11.28/hr. + 26% Fringe
Leader, Maintenance	\$14.47/hr. + 26% Fringe
Computer Operator III	\$12.60/hr. + 26% Fringe

I.9 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (FAR 52.222-43) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour

Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have

access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

I.10 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (FAR 52.222-47) (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offers shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Transcontinental Enterprises, Inc and the Industrial, Technical, and Professional Employees Union AFL-CIO. If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

I.11 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

I.12 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2002)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.13 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the below address:

<http://www.arnet.gov/far/>

I.14 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
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1	STATEMENT OF WORK
2	REPORTS OF WORK
3	QUALITY ASSURANCE PLAN
4	CORVALLIS GOVERNMENT FURNISH PROPERTY LISTING "AS IS"
5	NEWPORT GOVERNMENT FURNISH PROPERTY LISTING "AS IS"
6	CORVALLIS MATERIALS INVENTORY
7	NEWPORT MATERIALS AND SUPPLIES INVENTORY
8	COLLECTIVE BARGAINING AGREEMENT
9	NEWPORT TOOL & EQUIPMENT INVENTORY
10	INVOICE PREPARATION INSTRUCTIONS
11	CORVALLIS TOOL INVENTORY
12	PAST PERFORMANCE QUESTIONNAIRE
13	SHIPPING/RECEIVING SOP
14	WORK REQUEST FORM
15	NEWPORT EQUIPMENT TO BE MAINTAINED
16	NEWPORT PREVENTIVE MAINTENANCE TASK LIST
17	NEWPORT SERVICE REQUEST HISTORY
18	CORVALLIS PREVENTIVE MAINTENANCE TASK LIST
19	CORVALLIS SERVICE REQUEST HISTORY
20	CORVALLIS EQUIPMENT TO BE MAINTAINED
21	SITE MAPS/BUILDING FLOOR PLANS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above

[Insert full name of person(s) in the offeror's organization responsible for

determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all

subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.4 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]* The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$20M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small*

business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent

caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (OCT 2000)

(a) *Definition.* "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification system (NAICS) code assigned to a contracting opportunity.

(b) *[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]* The Offeror [] is, [] is not an emerging small business.

(c) *[Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]* Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

<u>No. of Employees</u>	<u>Avg. Annual Gross Revenue</u>
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

K.8 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to

assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.9 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting

requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.12 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (FAR 52.226-2) (MAY 1997)

(a) Definitions. As used in this provision--historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b) of the Act (20 U.S.C. 1059c(b)(1)).

- (b) Representation. The offeror represents that it--
 __is __is not a Historically Black College or University;
 __is __is not a Minority Institution.

K.13 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
☐ Asian or Pacific Islander.
☐ Black or African American.
☐ White.

K.14 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.15 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.16 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

K.17 CONGRESSIONAL DISTRICT/DUN AND BRADSTREET NUMBER (LOCAL LRT-42-18) (DEC 2001)

a. Congressional district for offeror's place of business (as noted on the SF1411):

Congressional district for offeror's place(s) of performance:

b. Dun and Bradstreet Number: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

L.2 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (OCT 1997) ALTERNATE I (OCT 1997)

(a) *Definitions.* As used in this provision- Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall

acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c) (1) (i) and (c) (1) (ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications

in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer

determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the

item to be delivered by the successful offeror.

L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

L.4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mcdonald Morrison

Hand-Carried Address:

Environmental Protection Agency
ORD Service Center/NHEERL
RTP Procurement Operations Div.(E105-02)
4930 Old Page Road
Research Triangle Park, NC 27711

Mailing Address:

Environmental Protection Agency
ORD Service Center/NHEERL
RTP Procurement Operations Div.(E105-02)
Research Triangle Park, NC 27711

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 SITE VISIT (FAR 52.237-1) (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the below address:

<http://www.arnet.gov/far/>

L.7 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.8 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of **1 MARCH 2003**.

L.9 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the

evaluation period.

(b) Offerors shall submit a list of all or at least five (5) contracts and subcontracts completed in the last three (3) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information

obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility

determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.10 PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)

A preproposal conference/site visit will be held from 1:00 p.m. to approximately 3:00 p.m. on Tuesday, **29 October 2002** at the EPA site located at 200 S.W. 35th Street, Corvallis, **AND** on Wednesday, **30 October 2002** from 9:00 a.m. to approximately 11:00 a.m. at the EPA site located at 2111 S.E. Marine Science Drive, Newport, OR.

Offerors planning to attend the conference should provide written notification to the contract specialist at least **five** (5) calendar days prior to the conference date. You may submit your notification via email to **kimble.joy@epa.gov**.

L.11 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than **15 calendar days** after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.12 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of

proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**L.13 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100)
(FEB 1991)**

This new procurement is being processed as follows:

(a) Type of set-aside: Small Business Set-Aside

Percent of the set-aside: 100 %

(b) 8(a) Program: Not Applicable

L.14 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

**L.15 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70)
(JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.16 SUBMISSION OF SF1448s

Offerors shall submit Standard Forms 1448 (available on the Internet at

<http://www.gsa.gov/forms/farnumer.htm>) for each of the following:

- 1) A summary proposal for the entire contract period
- 2) A separate proposal for each contract period

L.17 OVERTIME

Historical data available for previous fiscal years shows that approximately 120 hours of overtime will be required for the base year and each option year. Overtime hours are necessary for emergency problems which arise after normal duty hours and performance of work that cannot be accomplished during the normal workday. The distribution of overtime hours among the various trades will be determined by the exact nature of the requirement. For proposal purposes, offerors shall assume the overtime hours will be distributed equally among all trades.

L.18 WORKLOAD

Historical data available regarding work orders for several periods of time is provided as Attachments 16 and 18. For each period, the predominance of work orders issued are in the "Preventative Maintenance" category.

L.19 ANNUAL TASK LIST

The preventative maintenance tasks routinely performed are listed in Attachments 18 and 20, which provides data to indicate how often each particular task is performed (i.e., monthly, quarterly, semi-annually).

For historical purposes and as aide in proposal preparation, work orders issued are broken down in categories of time spent to complete in Attachment 17 and 19.

L.20 WORK EXCLUDED FROM THIS CONTRACT

The following types of work **are not** covered under this contract:

Construction. The erection, installation or assembly of a building, including the conversion, expansion, addition, or extension of an existing building which provides new floor space, cubeage or applicable units of measurement, total replacement of a building and/or the physical relocation of a building from one location to another. It includes site preparation, including demolition, excavation, landfill, utility system connections and extensions, site improvements such as roads, walks, parking areas, landscaping and exterior or interior real

property installed equipment (RPIE).

- a. Conversion - a conversion is a major structural revision of a real property facility that changes the functional purpose of the facility. Two elements are necessary for conversion: (1) major structural revision, (2) change in functional purpose.
- b. Addition, Expansion, Extension - addition, expansion, extension each constitute a physical enlargement to a real property facility that increases the overall external dimensions of the facility. As a general rule, if the dimensions used to record the facility in inventory are increased, then an addition, expansion, or extension has occurred.

Professional Engineering Services - are defined as those services normally provided by a professional Architect/Engineer consulting firm, such as the preparation of drawings and specifications for construction and alteration/modification of real property which require a seal or certification. Such services are excluded.

L.21 INTERVIEWS

If the offeror wishes to interview current contractor employees, interviews shall be conducted off-site and after normal business hours.

L.22 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSAL

(a) Technical proposal instructions.

(1) Submit an original and six copies of your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions.

(i) See Section M - Evaluation Criteria and the Section L Provision entitled "Past Performance Information."

(ii) The Technical Proposal shall be organized in accordance with the Technical Evaluation Criteria in Section M.

(iii) Offerors are requested to identify the categories of labor being proposed and to demonstrate the versatility of the individuals proposed to perform across multi-disciplines (e.g., experienced individuals who can do both electrical type work and HVAC mechanic type work).

(iv) Offerors should address what categories of labor will be used for each of the specific tasks outlined in the Statement of Work, and how the offeror will move personnel around to cover all aspects of the Statement of Work and to cover the peaks and valleys in workload distribution (e. g., how the contractor would cover a major HVAC

problem with other categories of labor which may be as busy at the time).

Also See SECTION M - EVALUATION CRITERIA and L Provision entitled "Past Performance."

(b) Cost or pricing proposal instructions.

(1) Contract line items 0001A, 000A, 0003A, 0004A and 0005A shall be a fixed monthly price. The fixed monthly price includes all prime contractor labor; fringe benefits; overtime; all indirect costs including overhead, general and administrative costs (G&A); all direct costs for office supplies, shipping and mail, copier cost recovery, computer cost recovery, phone cost recovery, paging services; and profit. Offerors are to duplicate the format in Clause B.1 to indicate the fixed monthly amounts and the total for each contract period. The apparent successful offeror shall be required to furnish prior to award the hourly rate and fringe benefit rate to be paid to each classification of personnel as well as identifying the number of employees proposed for comparison with the applicable wage determination.

NOTE: Each offeror is reminded that with submission of their proposal they are certifying in accordance with FAR 52.222-43 "Fair Labor Standards Act and Service Contract Act - Price Adjustment" (Section L) that no escalation has been added in the option years to their proposed labor. In accordance with the Service Contract Act, a new wage determination will be incorporated into the contract periodically; at this point the contractor will be provided an opportunity to request an adjustment to the contract price to accommodate the wages.

(2) Cost Reimbursable items as defined in Clause H.17 (Contract line items 0001B, 0002B, 0003B, 0004B and 0005B) have been estimated by the Government, and offerors must use these amounts in their proposals.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, technical quality is significantly more important than cost or price. The Government will consider other factors, as listed below in descending order of importance, secondary to both technical quality and cost or price:

- (1) Small business concerns which are also labor surplus area concerns;

(2) other small business concerns;

As proposals become more equal in their technical merit, the evaluated cost or price becomes more important. As the technical merit and the evaluated cost or price become essentially equal, other factors may become a determining factor.

(b) Technical Evaluation Criteria:

The evaluation of technical proposals will be based upon the following six evaluation criteria: Past Performance (20%), Quality of Proposed Program Management Plan (20%), Demonstrated Qualifications, Experience & Availability of Proposed Personnel (20%), Demonstrated Corporate Experience & Capabilities (15%) Quality of the Facility Operation & Maintenance Plan (15%) and Adequacy of the Quality Assurance/Quality Control Program (10%). In order to expedite EPA evaluation, the technical proposal should be submitted as six stand alone documents: a separate document responding to each of the technical evaluation criterion and a brief introduction outlining company makeup, location, and any other relevant information. As a guide, the technical proposal should be brief and concise. Specific instructions for responding to each of the evaluation criteria are listed below.

CRITERION	WEIGHT
1. Past Performance:	20%
<p>Demonstrated successful past experience of the offeror and any major subcontractors as evidenced by information gathered concerning the identified list of contracts and subcontracts completed during the past three years and those currently in process for <u>similar work</u>. The offeror's past performance will be evaluated in total based on the following areas, which are considered to be of equal importance, and will be assessed based on information obtained through the Past Performance Questionnaire, Attachment 15:</p>	
a. Quality of product or service	
b. Timeliness of performance	
c. Overall Effectiveness of Management (including subcontractors)	
d. Customer Satisfaction	

(Instructions: As discussed in the Section L Provision entitled "Past Performance," offerors shall submit information on at least the five (5) most recent contracts and subcontracts currently in process. This should include information on at least five (5) contracts and subcontracts and may include similar contracts with Federal, State, and local governments as well as commercial businesses. Information should be provided as indicated in the Section L provision.)

	WEIGHT
2. QUALITY OF PROPOSED PROGRAM MANAGEMENT PLAN:	20%

The plan shall be evaluated in accordance with the following sub-criteria:

- a. Quality of the management approach to be utilized to ensure that the requirements of the statement of work are performed in a quality and timely manner.
- b. Quality of the system to be utilized to ensure effective communication with the EPA Project Officer.
- c. Quality of the system to be used to monitor and report labor hours, labor costs, and other direct costs to ensure cost effective performance within budgetary constraints.
- d. Quality of the system to be used to ensure the contract will be fully staffed with qualified personnel for the duration of the period of performance including all options.

3. Demonstrated Qualifications, Work Experience Availability, and Other Demonstrated Ability of Proposed Personnel and/or Subcontractor Personnel: 20%

Demonstrated capability of proposed personnel to perform the Statement of Work or evidenced by work experience, educational background, and availability.

The offeror shall submit resumes for the Key Personnel listed in Clause H.13, entitled "Key Personnel," and for any other individuals the offeror deems to be Key Personnel under this contract.

4. Demonstrated Corporate Experience & Capabilities: 15%

Demonstrated corporate experience in fulfilling similar requirements of those outlined in the Statement of Work relative to the following sub-criteria:

1. Demonstrated corporate experience in providing the types of technical services called for by the statement of work in facilities of similar size, complexity and scope as the Wester Ecology Division.
2. Demonstrated corporate experience in planning and managing contracts of similar scope with similar reporting and cost management requirements.
3. Demonstrated ability of the offeror to prepare clear, concise, and informative written materials (e.g., reports, manuals, . maintenance guides) by

evaluation of the organization, content, and clarity of the offeror's proposal.

4. Demonstrated adequacy & availability of Corporate Resources - The offeror shall describe the resources available to the company, including any proposed subcontractor, which can be used to support work performed under this contract. It is suggested that this description does not exceed 5 pages.

WEIGHT

5. **QUALITY OF THE FACILITY OPERATION & MAINTENANCE PLAN (FO&MP):** 15%

Offerors shall demonstrate their understanding of the technical requirements by preparing a draft operation and maintenance plan which addresses those responsibilities outlined in the Statement of Work.

6. **ADEQUACY OF THE QUALITY ASSURANCE/QUALITY CONTROL PROGRAM:** 10%

Offerors shall demonstrate appropriateness of quality assurance procedures as proposed in a tailor-made Quality Management Plan or in a corporate quality manual.

TOTAL= 100%

ATTACHMENT 1

STATEMENT OF WORK

Statement of Work

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5.30 FACILITY (Newport Only)
WORK ACTIVITIES

1. GENERAL INFORMATION

1.1. Scope of Work. The contractor shall provide all personnel, management, supervision, materials and other items and services necessary to perform facility operation and maintenance (O&M), shipping/receiving support, as defined in this Performance Work Statement (PWS) at the National Health and Environmental Effects Research Laboratory/Western Ecology Division at the following locations: (a) 200 S.W. 35th Street, Corvallis, OR 97333; (b) 1350 S.E. Goodnight Avenue, Corvallis, OR 97333; © 3731 S.W. Jefferson Way, Corvallis, OR 97333; and (d) 2111 S.E. Marine Science Drive, Newport, OR 97365.

The facility O&M, general support, research program support, engineering support and shipping/receiving require similar employee skills and are all included in the general heading of Facility Operation and Maintenance in section C-2 of this Performance Work Statement (PWS). The administrative work required of the contractor to effectively provide the support and keep the WED management informed of the status of the contract operation as defined in section C-5 of this PWS.

2. GENERAL DEFINITIONS

2.1 National Health and Environmental Effects Research Laboratory--NHEERL

2.2 Western Ecology Division--WED

2.3 Willamette Research Station--WRS

2.4 Coastal Ecology Branch--CEB

2.5 Facilities Operations and Maintenance Manual--FOMM

2.6 Quality Assurance--A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For the purposes of this contract, quality assurance refers to action by the government.

2.7 Quality Assurance Evaluator (QAE)--A functionally qualified person who performs quality assurance functions for a contracted service. For the purposes of this contract the QAE shall be the Project Officer or the designated representative of the Project Officer.

2.8 Quality Control--Those actions taken by a contractor to control the production of

outputs to ensure that they conform to the contract requirements.

3. GOVERNMENT-FURNISHED PROPERTY

3.0. General Information--The government shall provide the facilities, equipment and materials provided "as is" listed in attachments 4, 5, 6, 7, 9, & 11.

3.1. Government-Furnished Facilities. The Government shall furnish or make available identified facilities. Government facilities have been inspected for compliance with the Occupational Safety and Health Act (OSHA). No hazards have been identified for which work-arounds have been established. Should a hazard be subsequently identified the government shall correct OSHA hazards according to industry standards taking into account safety and health priorities. A higher priority for correction shall not be assigned to the facilities provided hereunder merely because of the contract initiative. The fact that no such conditions have been identified does not warrant or guarantee that no possible hazard exists. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the responsibility of the contractor. Further, the government shall assume no liability or responsibility for the contractor's compliance or noncompliance with such requirements. The government will continue to furnish the listed facilities throughout the useful life of the facility. The government will not repair or replace any worn, damaged or lost facilities. It shall be the contractor's responsibility to maintain the government-furnished facilities in good working condition at the contractor's own expense. The contractor shall return the facilities to the government in the same condition as received, fair wear and tear and approved modifications excepted. These facilities shall only be used in the performance of this contract. **The government will not furnish any government owned vehicles for use by contractor personnel under this contract.**

3.2. Government-Furnished Materials. The government shall furnish an initial inventory of materials. This inventory represents an approximate count of the materials. The government will not furnish any other materials related to this contracting activity. The contractor shall provide all materials beyond the initial inventory necessary for the execution of this contract with the exception of any item with an individual cost greater than \$1,000.00. Items with a value greater than \$1,000.00 which are necessary for the execution of this contract will be purchased by the government after the contractor has submitted a written request justifying the need to the Project Officer. At the end of the contract the contractor shall return an inventory of materials to the government which approximates the initial inventory.

3.3. Government-Furnished Services. The government will furnish hot and cold running water, electricity, natural gas, telephone service, sanitary sewers and refuse collection at no cost to the contractor for the sole purpose of accomplishment of this contract. These

services shall not be used by the contractor for any other purpose.

4. CONTRACTOR-FURNISHED ITEMS

4.0 General Information--Except for those items or services specifically stated to be Government furnished in Section 3, the contractor shall furnish everything required to preform this contract.

4.1 Contractor-Furnished Facilities. As stated in Section 3.1 the government will not repair or replace any government-furnished facilities provided for the contractor's use during the execution of this contract. The contractor shall repair or replace necessary items after receiving written approval from the Project Officer. Contract funds shall not be used for these activities. Any new facilities purchased by the contractor shall be the contractor's property.

4.2 Contractor-Furnished Materials. Excepted as noted in Section 3.2 the contractor shall furnish all materials necessary for the execution of the contract using contract funds.

5. SPECIFIC TASKS

The facilities, systems and equipment to be operated and maintained are set forth in section 5.14 of this Performance Work Statement (PWS). The first three functions (Management, Operation, and Scheduled Preventative Maintenance) are particularly important because they have a direct effect on the success of the WED Quality Assessment (QA) program.

5.1 General. The contractors' facility operation and maintenance work shall involve functions described in sections 5.4 through 5.12. The Project Officer may prioritize the duties listed in this PWS.

5.2 Management. This involves work performed to assure and improve the quality of services rendered to the facility occupants and users. It includes, but is not limited to:

- A. Planning, scheduling and coordinating the work to effectively utilize the Contractor's staff and also maintain a balance in the effort on the various work functions described below.
- B. Providing accurate, timely and complete reports on the status of the facilities and projects underway.
- C. Analysis of existing procedures and recommending changes to improve efficiency of operations.

D. Preparation and maintenance of a Facility Operation & Maintenance Manual for operations described in paragraph 5.4.

E. Follow established Health/Safety and Environmental Compliance regulations.

5.3. Operation This involves routine recurring checks, tests, repairs, adjustments, observations, data recording, and troubleshooting associated with the operation of the facility.

These activities are performed daily and weekly to assure that the utilities, systems, and equipment of the facilities are operating in the proper manner.

The work is performed as described in the Contractor's Facility Operations & Maintenance Manual (FO&MM). The plan shall contain the schedule description of the work performed to operate the facility, normal operating conditions, and procedure for reporting or correcting malfunctions or conditions that are not normal. Additional information regarding the FO&MM is provided in paragraph 5.16 of this PWS.

5.4 Scheduled Preventive Maintenance (PM). This involves performance of inspections and maintenance on a scheduled basis, generally in accordance with the equipment manufacturer's recommendation.

The PM is performed to discover conditions and adjust or repair them while they are still minor. The PM program is a major factor in the success of the Quality Assurance program of the laboratory.

PM has priority over all work described below except Emergency Repairs. The PM shall be performed on the established schedule to assure the quality of the scientific data produced in the laboratory and to avoid compromise of the health and safety related conditions in the laboratory.

5.5 Maintenance and Repair (M&R). The Contractor shall repair or replace worn parts or complete components with new parts or reconditioned components. An inventory of spare parts, recommended by equipment manufacturer's maintenance and service manuals such as gaskets, valves, controllers, and fittings, shall be stocked by the Contractor. The Contractor shall maintain the records of the inventory in the "MP2 for Windows" program and associate use of the inventory with Work Orders. Major items such as large pumps and motors need not be stocked. These types of items shall be purchased by the Contractor as required. The Government will furnish major items costing \$1,000 or more. It shall be the responsibility of the Contractor to ensure that all defective parts or equipment are replaced within 15 days from the receipt of an approved Work Order,

unless otherwise instructed by the Project Officer. M&R work includes:

- A. Work required to restore components which have deteriorated from normal wear or tear, and other work on facility or equipment to prevent damage or deterioration of the facility which would otherwise be more costly to repair.
- B. Preservation or restoration effort performed on a timely schedule in order to preclude the deterioration of contiguous and associated components or equipment.
- C. Restoring or repairing components of facilities damaged by fire, storms, explosions, the elements, and other disasters.
- D. Overhaul, processing, or replacing deteriorated parts, equipment, or material consistent with sound economical and engineering standards and practices, and consistent with the latest state-of-the-art and remaining life and planned tenure of the facility.

Heating, Ventilation and Air conditioning (HVAC) Equipment.

The Contractor shall perform unscheduled maintenance and repair on HVAC systems as follows:

Air Filters & Housings

Air Grills & Dampers

Air Handling Units

All Sight Glasses

Belt Drives Including Belts & Pulleys

Boilers & All Associated Equipment & Controls

Chemical Fume Hoods

Constant Temperature rooms & All Associated Equipment & Controls

Duct-work, stacks, supports, and piping systems

Electric Motors

Exhaust Ventilation Systems

Electric heaters

Humidifier Systems

Oil Filters (Air Compressors, Vacuum Pumps, Refrigeration Units)

Refrigerant Piping

Refrigerator Units & All Associated Equipment and Controls

Primary Water Chillers and condenser tube cleaning (does not include chilled water baths used with scientific equipment)

Thermostats and control systems - Electric, Electronic, Pneumatic

Automatic Controls

DX Valves

Supply Fans

Temperature Controls

Unit Heaters

Vent Fans

Electrical Power and Lighting Systems. The Contractor shall perform unscheduled maintenance and repair on electrical power and lighting systems as follows:

Conduit and wiring systems

Electrical Heating devices

Electrical lighting panels and circuit breakers

Electrical panel safety and inspection and shunt testing

Electrical power panels and circuit breakers

Electrical receptacle devices

Electrical Switch Gear

Electric Transformers

Emergency Electrical Generator and Associated Equipment

Exterior building and parking area lights

Light fixtures and lamps

Motors & Drive Assemblies

Relays

Exercise the emergency diesel generator, Computer Room, and Analytical Chemistry UPS system

Other electrical services in support of other elements of this Statement of Work

Electric Starters

Security Camera Systems

Water, Drain and Distribution Systems. The Contractor shall perform unscheduled maintenance and repair on water, drain and distribution systems as follows:

Acid waste drains and vents

Clean-out Traps - Laboratory and Other

Deionizers & Stills

Domestic Hot and Cold Water

Drinking Fountains

Emergency Showers and Eye Wash Fountains

Fire Sprinkler System

Float Valves

Floats & Float Switches

Flow Meters

Flush Valves

Hand Valves (Globed, Gate, Plug)

Hot Water Heaters

HVAC heating and cooling water

Pipe Insulation

Pipe Supports, Hangers & Brackets, Extension Joints

Pressure Controls

Pressure Regulators

Primary high quality water systems including water filters, deionization cartridges and purification systems

Sanitary sewer drains and vents

Water Circulating Pump (Heating, Cooling & Domestic Hot Water)

Water Faucets - Hot & Cold - Laboratory & Other

Water regulating Valves (e.g., 3-Way)

Water Strainers

Other Laboratory Support and Distribution Systems. The Contractor shall perform unscheduled maintenance and repair to other laboratory support and distribution systems as follows:

Laboratory Fume Hood testing and certification

Piping - Polypropylene, P.V.C., fiberglass, cast iron

Primary building Air Compressors and real property air compressors

Fire Protection System. The Contractor shall provide unscheduled maintenance and repair to the fire protection system as follows:

Door controllers/holders

Fire Alarm & control System, printer, displays and communicating devices

Fire sprinkler systems including piping, heads, hoses, valves, cabinets, controls and alarms

Notification and coordination with alarm monitoring personnel and Corvallis Fire Department

Power supplies, chargers, and batteries

Sensors, detectors and flow switches

Facility Monitoring and Control System (used in conjunction with Fire Alarm System). The Contractor shall provide unscheduled maintenance and repair to facility monitoring and control system as follows:

Air flow monitoring devices, i.e., sail switches and pressure transducers

Alarm monitoring of HVAC equipment and other laboratory systems

Fume hood alarm devices

High and low temperature monitoring devices

Notification and coordination with key Laboratory personnel as required through the Project Officer.

Revisions of system to meet new requirements as directed in Work Order approved and issued by the Project Officer

Access Control System (used to maintain building security). The Contractor shall provide unscheduled maintenance and repair to the access control system as follows:

Access control hardware, i.e., panic bars, strikes, switches, and door monitoring contacts.

Monitoring and control of access card system for exterior doors.

All related wiring systems

Revisions of system to meet new requirements as directed in Work Order approved and issued by the Project Officer

5.6 Emergency Repair. Emergency repair involves actions required to promptly respond to a situation in which critical equipment has failed., or is in imminent danger of failing, and to restore it to operating condition as soon as possible. Emergency repair Work:

- A. May involve temporary repair or modification of equipment to provide an alternate method of continuing laboratory operations.
- B. Frequently involves call-back of off-duty personnel and/or unscheduled overtime work.
- C. Need and the action to be taken shall be recommended by the Contractor, subject to the approval of the Project Officer.
- D. May take precedence over all other categories of operations and maintenance work.

Response to emergencies:

- A. The Contractor shall establish emergency action plans for anticipated emergency situations at each of the WED facilities. The plans shall include notification procedures and training requirements in addition to the emergency actions to be taken to assure prompt and effective action if an emergency occurs.
- B. The Contractor shall respond to the WED facilities within 30 minutes by phone or within 60 minutes for onsite investigation of the occurrence of an emergency.

5.7 Research Program Support. The contractor shall provide engineering, operation, maintenance, repair, alteration, fabrication, and installation support for equipment and systems for the direct and exclusive use by the research programs. This support shall only be performed subsequent to receipt of a Work Request approved by the Project Officer. Any project with a total cost exceeding \$10,000 shall be approved by the Contracting Officer. Types of equipment include: environmental chambers and rooms, fume hoods, biosafety cabinets, exposure chambers and systems, sample containers and holders, autoclaves, dishwashers, drying ovens and muffle furnaces, laboratory casework, deionized water and distillation systems, evaporative cooling units and plastic

greenhouses. The Contractor shall provide engineering support to the Project Officer for the design of equipment and systems for research support. This support included development and design, and preparation of plans and specifications.

5.8 Alterations. Projects or jobs required to change the interior arrangements or other physical characteristics of an existing facility or installed equipment so that it may be more effectively utilized for its currently designated purpose or adapted to a changed use as a result of a programmatic requirement. The project or job is complete in and of itself and is not a part or portion of a larger project; i.e. serial projects or jobs collectively part of a larger project are specifically prohibited under this contract. Individual work order shall not exceed \$2,000.

5.9 Engineering Support. The contractor shall provide engineering support to the Project Officer for the design of equipment and systems for facility and research support. This support includes development and design, and preparation of plans and specifications. See paragraph 2.12 for exclusions.

5.10 Shipping/Receiving.(Corvallis Only)

Shipping. The contractor shall provide shipping of all equipment and supply items for the Laboratory, other than by U.S. Mail. U.S. Mail Operations are performed in the Laboratory Mailroom. Contractor personnel assigned to shipping shall possess the basic knowledge of Department Of Transportation (DOT) Shipping Regulations.

A Shipping Request form shall be completed before any item will be handled by the contractor. Each shipping request shall include the method of shipment preferred. Both ground and air common carriers shall be utilized as appropriate along with other providers such as United Parcel Service, Federal Express and Airborne Express.

Containers and packing materials designated by carriers must be stocked to historical levels provided by EPA and utilized to insure safe delivery of the contents.

At times hazardous materials such as chemicals and biologics are shipped. The contractor shall follow directions in the Laboratory standard operating procedures explicitly to prepare and ship these items. A copy of the Laboratory Health and Safety Policy Documents will be furnished by the Project Officer.

The contractor shall maintain all guidelines, costs and directions for completion of appropriate forms for each carrier in the shipping area along with a log of all supplies, materials and equipment that have been shipped.

Receiving. Deliveries for all organizations at the Laboratory shall be received at the

shipping/receiving area in the Annex building ***An employee of the Contractor shall be stationed in this area 10:00 am - 3:00 pm.*** Before signing the carriers' receipt form, the contractor shall verify that the number of packages listed are the same and all packages shall be inspected for damage and any damage noted on carrier's receipt. If packages require climate control measures such as keeping the package frozen, the contractor is responsible for the condition of the contents until delivered to the addressee.

The contractor shall check the package contents against the packing slip and provide a date stamp next to each item received. The contractor takes delivery but does not determine what is acceptable to the government. The contractor shall take the receiving report from the file and each item received shall be circled and dated. If all items on the receiving report are received, the contractor shall initial and date the back of the receiving report and forward it through internal mail, along with the packing slip to the EPA purchasing office. If only a partial shipment is received, the contractor shall stamp the word "partial" above the vendor's name before initialing and dating the back of the receiving report. The contractor shall retain a copy of the receiving report and packing slip until the entire order is received.

The contractor shall report any product damage to the Project Officer immediately.

The Contractor shall notify Package Addressee via electronic mail when items are received and when they will be delivered. All individuals must sign the receiving log when they take custody of the items received. All on-site personnel have access to e-mail.

The contractor shall maintain files of all receiving reports and partial receiving reports, for all supplies, materials, and property entering the Laboratory. Supplies and materials that can be carried on a two wheel cart shall be delivered to the ordering office by the contractor. Because of the diverse size and number of items entering and leaving the laboratory, the contractor must provide at least two people who are certified to operate a forklift. The Contractor shall provide proof of certification to Project Officer prior to Forklift operation. Forklift operation is estimated at an average of one hour per day.

Vehicle Sign-out (Corvallis Only). **GSA** motor vehicles are available for use by Federal employees and other designated personnel. ***All vehicle reservations are scheduled through Lotus Notes by the User.*** One vehicle must be available for local transportation. The contractor shall keep vehicle notebooks containing daily trip logs, keys, and GSA credit card for each vehicle. These books are given to the user to record destination and mileage.

Motor Vehicle Records, Reports, Maintenance and Repair (Corvallis & Newport).

The contractor shall maintain cumulative motor vehicle records on miles driven, fuel used, and repair and maintenance history for each GSA vehicle from information logged by each

vehicle user. The contractor shall prepare use reports and schedule routine maintenance in accordance with GSA requirement and necessary mechanical repairs. ***When vehicles require service the contractor shall drive the vehicle to a local auto dealer as designated by GSA.*** GSA provides all maintenance schedules and prearranges payment to repair facilities.

Stockroom (Corvallis Only). The contractor shall maintain stock levels, store, and replenish a wide variety of forms, laboratory and office supplies according to predetermined historical levels provided by Project Officer. ***A large central supply room in the Annex Building and smaller supply rooms in the Main Building and the Jefferson Street Building shall be kept well stocked, clean, neat and organized in a safe and efficient manner by the contractor.*** The contractor does not maintain stocks of hazardous materials or controlled substances.

The contractor shall physically inventory and restock small stockrooms on a weekly basis from the central supply room. The contractor shall inventory and restock forms on a monthly basis. When central supply stock levels reach an EPA predetermined reorder level, an order request to bring the stock level to the maximum level shall be submitted by the contractor to the Project Officer for purchase by the Government.

5.11 General Support for unscheduled occurrences. This involves a variety of tasks that must be accomplished for operation of the facility such as moving equipment, supplies, and furniture, ice and snow removal, cleanup of storm damage, and other unforeseen events.

The Contractor shall be prepared to provide support for such requirements in order to respond in a timely manner to work requests for this type of support to minimize hazards and obstructions to facilities (within 8 hours).

Weather related support may require emergency response as described in paragraph 5.7.

5.12 Work Excluded. The following types of work are not covered under this contract:

Construction. The erection, installation or assembly of a building, including the conversion, expansion, addition, or extension of an existing building which provides new floor space, cubeage or applicable units of measurement, total replacement of a building and/or the physical relocation of a building from one location to another. It includes site preparation, including demolition, excavation, landfill, utility system connections and extensions, site improvements such as roads, walks, parking areas, landscaping and exterior or interior real property installed equipment (RPIE).

A. Conversion - a conversion is a major structural revision of a real property

facility that changes the functional purpose of the facility. Two elements are necessary for conversion: (1) major structural revision, (2) change in functional purpose.

B. Addition, Expansion, Extension - addition, expansion, extension each constitute a physical enlargement to a real property facility that increases the overall external dimensions of the facility. As a general rule, if the dimensions used to record the facility in inventory are increased, then an addition, expansion, or extension has occurred.

Professional Engineering Services - are defined as those services normally provided by a professional Architect/Engineer consulting firm, such as the preparation of drawings and specifications for construction and alteration/modification of real property which require a seal or certification. Such services are excluded.

5.13 ADMINISTRATION

5.13.1 General. This section provides administrative type information and requirements needed for effective support required by this PWS.

5.13.2 Contractor Operations On-Site.

Work Schedule.

A. The WED has a flexi-time work program which requires that the facility be opened by the contractor in the morning and closed in the evening Monday through Friday.

B. The Contractor shall establish a work schedule which meets all requirements of this PWS.

WED General Information.

A. It is essential that the Contractor keep the Project Officer informed about O&M activities that will affect the work areas and laboratory system. The information shall be provided accurately, and in a timely manner so that appropriate adjustments can be made when necessary by both the contractor and the WED staff.

B. Providing information to the Project Officer on other items such as those listed below is also the contractors responsibility:

1. Work requests - WED staff requests facility support by preparing either a "Trouble Call" slip or "Work Order" form. The "Trouble Call" slip is for assistance of less than 30 minutes labor and no materials cost. "Work Orders" are used to describe projects of a larger scale. Approval and prioritization of "Work Orders" are provided by the Project Officer in consultation with the onsite O&M contract manager.
2. Any proposed deviation from normal operating conditions such as temperatures, hours of ventilation system operation, building opening and closing times.
3. Project Officer shall be advised of maintenance schedules and maintenance actions which affect operation of the laboratory.

C. The contractor shall develop an information plan for providing and maintaining operating information that is readily available to the Project Officer. A copy of the plan shall be included in the FO&MM.

Files.

A. General. The contractor shall maintain an orderly filing system that provides for prompt location of information necessary for efficient operation and evaluation of the work performed as a result of this contract. The contractor shall use the Datastream MP-2 Maintenance Management system to manage Work Orders, Equipment, Inventory, Purchases, Personnel and Preventative Maintenance.

1. The files containing O&M records and information accumulating as a result of this and previous support contracts and prior O&M activities by the government are the property of EPA (US Government).
2. The files containing records and information maintained by the Contractor in conjunction with the Contractor's conduct of business, indirect or overhead effort, are the property of the Contractor.
3. The Government and the Contractor's files shall be kept in separate containers which are clearly marked to identify the ownership of the files contained therein. File folders shall also be clearly labeled and Contractor's files shall have distinctive markings to identify them as Contractor property.

B. File Plan. The Contractor shall submit a file plan to the Project Officer within 30 days of award of contract. The file plan is a list of the files maintained on-site

by the Contractor.

1. It is organized to show the file subject categories and subcategories as appropriate, and a brief description of the contents of the file.
2. The plan shall also show the location of the file and ownership (Contractor or EPA).
3. Operations and Maintenance files (all inclusive, see paragraph 5.3). These files shall include:
 - a. Historical information on the facilities, equipment, and projects that are needed for reference. Examples are as-built and other drawings, equipment submittals, shop drawings, photographs, equipment files and operating information (including equipment that has been replaced), old floor plans, room numbering systems and similar items. These files are seldom used but are valuable for trouble shooting problems and for renovation work.
 - b. Project Management files with facility operation manuals and technical directives.
 - c. Active equipment manuals and individual files for each item presently installed or in use in the facilities.
 - d. Operating information and records.
 - e. Preventative maintenance files including PM manual, computer program documentation, equipment summary, equipment data for all items, maintenance guides and manufacturers recommendation, status reports and other similar items. These files include printed copies of information on computer discs and backup discs stored in another building.
 - f. Maintenance and repair files documenting M&R work accomplished with details on options considered, decision and costs on each job.
 - g. Work request files including work request logs, copies of work requests, procedures for establishing priorities, requesting work and similar items.

- h. Vendor files.
- i. Government-furnished Property files.
- j. Reference materials and catalogs.
- k. Drawings and prints.

Operating Records.

- A. General. The contractor shall maintain operating logs, and records. The original copies of all logs and records are property of EPA.
- B. The contractor shall establish a plan for logging and recording operating information and shall provide a copy to the Project Officer within 30 days of award of contract.
- C. Typical logs and records are maintained for boilers, water chillers, water treatment systems, filters, HVAC systems, other environmental systems and similar equipment.
 - 1. Logs and records of this category are used for evaluating equipment efficiency, trouble shooting problems, and predicting repair or maintenance requirements.
- D. Supplies, materials and parts records are maintained to determine appropriate stock levels and reorder points.

Other Records.

- A. General. This section covers Contractor records regarding the indirect effort in support of the contract. These reports are the property of the Contractor and are maintained and secured by the Contractor.
- B. Employee Qualification Records. The Contractor shall maintain documentation that the Contractor's employees meet the minimum qualification requirements identified in the contract schedule.

5.14 SUMMARY OF FACILITY SYSTEMS AND EQUIPMENT TO BE OPERATED, MAINTAINED, AND REPAIRED BY THE CONTRACTOR.

Heating, ventilating, and air conditioning equipment, including boilers, chillers, heat

pumps, fans, air filters, chemical fume hoods, and cooling towers.

All water treatment, distribution and drain system, such as domestic, heating, cooling, deionized, distilled, reverse osmosis, well water, nutrient, fire protection and irrigation.

Other laboratory support systems such as compressed air, natural gas, and vacuum.

Electrical systems and equipment including switch gear, panels, transformers, and emergency (Diesel) electrical power generators.

Electronic systems, including control systems, controllers, fire and industrial alarm system, security camera system, and Government-owned telephone equipment and lines. Some work on local area communication networks is also included (example - installation of wiring).

All refrigeration equipment including refrigerators, freezers, ultra low temperature freezers, constant temperature rooms, environmental chambers and environmental systems.

Fire extinguishers, fire suppression systems, emergency showers and eye wash units, first aid kits and other safety equipment.

"Best" key system - name brand security system which includes a system for managing all locks.

Accutech card access control system.

5.15 EQUIPMENT/ACTIVITIES WITH PARTIAL CONTRACTOR RESPONSIBILITIES

5.15.1 Elevator WED Main Building-Corvallis.

Contractor shall repair and maintain the following:

- A. Door tracks for cleanliness.
- B. The car enclosure.
- C. Hoistway enclosure.
- D. Fixture face plates.

Contractor is not responsible for the following work:

- A. All labor, materials, and equipment necessary to maintain the laboratory elevator in a safe operating condition consistent with all applicable codes.
- B. An Annual no-load safety test.
- C. Monthly inspection and servicing of the elevator.
- D. On call emergency service.

5.15.2 Office Equipment.

Contractor shall repair and maintain office furniture and other similar equipment which is used in an office.

Contractor is not responsible for servicing and repair of office machines. Office machines in this case, include computers, typewriters, calculators, and copy machines.

Contractor is not responsible for the repair of laboratory electronic equipment.

5.15.3 Security.

Contractor shall unlock the buildings in the morning and secure the buildings in the evening on duty days; the unlocking and securing routines include non-security facility operations items such as flag raising and lowering, and light, thermostat, fan, and pump operations and checks.

Contractor is not responsible for the following services:

- A. Periodic door check after-hours.
- B. Periodic motorized patrol after-hours.
- C. Dispatcher support.

5.16 FACILITY OPERATIONS AND MAINTENANCE MANUAL (FO&MM)

5.16.1 General.

A FO&MM for each site (Corvallis & Newport) shall be prepared by the Contractor.

The FO&MM is a description of the actions, policies and standard operating procedures of the Contractor in accomplishment of the work required by the Contract.

The FO&MM is an active document that shall be maintained up-to-date. All changes in the FO&MM shall be documented within five work days.

Four copies of each FO&MM shall be provided to the Project Officer within one month of the contract award. The copies will be located in:

- A. The Project Officer's office for his use.
- B. CEB Branch Chief's office (Newport FO&MM only)
- C. The WED Library for reference by WED employees.

5.16.2 Purpose. To provide a summary of the Contractor's operations, primarily for reference by the Project Officer and also for orientation of new WED employees, particularly managers and team leaders and for reference by the Contractor's staff.

5.16.3 Format and Content.

The FO&MM shall be loose leaf in a two inch binder with not more than 150 pages of text.

- A. It shall contain several chapters with each on a distinct subject or phase of the Contractor's operation.
- B. It shall cover all aspects of the Contractor's operation based on the SOW.
- C. It shall provide details describing how the Contractor accomplishes the scope of work.
- D. It shall be written in understandable English language, not legal, contracting, or engineering language.

The FO&MM shall contain, as a minimum, a discussion of the following topics:

- A. Contractor operations on-site
- B. Normal building operation.
- C. Contractor Health & Safety plan.

- D. PM program.
- E. Emergency action plans.
- F. Information plan for providing and maintaining operating information.
- G. Access Control and Security systems.

5.17 PREVENTATIVE MAINTENANCE PROGRAM

The WED PM system presently uses the Datastream MP2 Maintenance Management system for scheduling and tracking preventative maintenance. Both the Corvallis site and the Newport site use identical versions of MP-2. These systems contain:

A PM equipment file by building which lists all equipment in the system. The listing includes equipment, make, model, serial number, location, identification code, service cost account code, PM task numbers, last PM and next scheduled PM.

A PM task file which lists all PM tasks in the system. Each scheduled maintenance inspection contains one or more tasks, which are actions to be accomplished during the scheduled maintenance. All of the tasks in the system are located in this file in numerical order. Copies of the appropriate tasks are printed for the mechanics use when the schedule indicates that a maintenance inspection is due on the equipment.

A task usage file, which is a numerical list of all tasks which also contains a list of all equipment to which the particular task is applied.

5.17.1 PM System Manual

The Contractor shall maintain the WED PM System Manual for both sites, located in the Project Officer's office and the Newport specific PM System Manual, located in the CEB Branch Chief's office in an up-to-date condition.

The manual contains:

- A. Copies of files listed above.
- B. Copy of the Maint. Mgt. System instructions provided by the Project Officer.
- C. Quick reference for using the manual.

5.18 CONTRACTOR ASSIGNED SPACE (See Section G clause entitled "Government

Space & Property Made Available For Contractor's Use) and site maps.

5.19 DUTIES APPLICABLE TO THE JEFFERSON STREET BUILDING

Duties to be performed at the Jefferson Street Building include building opening/closing activities, maintenance of stockroom and responding to Work requests that deal specifically with government-owned property.

5.23 Sea Water System/Pollution Abatement Facility Newport Only

Background and Summary

The U.S. EPA receives its Raw and Filtered Marine Water (RMW and FMW) from an EPA owned Seawater Storage and Distribution Building. This is a common utility utilized by all organizations at the Hatfield Marine Science Center (HMSC). Oregon State University (OSU), under separate contract with the U.S. EPA, operates and maintains the Seawater Storage and Distribution Building. The responsibility for the Laboratory Seawater System operation and maintenance under this Contract starts at the piping on the South Wall of the Seawater Storage and Distribution Building and ends at the point where EPA's Seawater return trench meets its east property line.

The Pollution Abatement Facility (PAF) is located in S-122 of the Biological Laboratory Wing. There are eight 1600 gallon storage tanks and eight 2500 gallon storage tanks located in the PAF. Cup-sinks and sumps which drain from any laboratory in the wing can be connected to either the marine water drain or to a storage tank located in the PAF. Water disposed of through the marine water drain is released, untreated, directly to the estuary. Only unaltered sea water, which has not come into contact with any non-indigenous species or other chemical contamination will be released to the marine water drain. Wastewater directed to a PAF holding tank is stored, pending laboratory analysis, treated if necessary, and then released to the City of Newport's publicly owned treatment works (POTW).

5.23.1 Laboratory Seawater System

A. The contractor shall operate and maintain all piping valves, connections and return trench associated with the Laboratory Seawater System.

B. The contractor shall prevent marine fouling of piping, OSU changes from one color of sea water line to the other color line on a six-week rotating schedule. This Contract shall be responsible for coordinating with OSU to assure that the schedule is being maintained. The Contractor shall implement the six-week changeover on seawater piping according to the specific instructions contained in the Preventive

Maintenance task description in MP-2. The Contractor shall, at the South Wall of the Seawater Storage and Distribution Building, switch the valves for the EPA's lines and maintain the strainers adjacent to these valves.

5.23.2 Pollution Abatement Facility (PAF)

A. The contractor shall operate and maintain all piping, pumps, tanks, valves, connections and the POTW return for the PAF. The Contractor shall operate the PAF according to Standard Operating Procedure "SOPENV.04 MANAGEMENT OF WASTEWATER IN THE POLLUTION ABATEMENT FACILITY."

B. The contractor shall make or change connections to the tanks only when a work order has been initiated by the EPA Environmental Compliance Manager (ECM) or Branch Chief.

C. The contractor shall monitor tank capacity, aerate tanks, chlorinate the water and/or treat with resin beds and charcoal filter as specified on the tank control form.

D. The Contractor shall release discharge to the municipal sewer only after the tank control form has been approved by the ECM or Branch Chief.

E. The contractor shall monitor tank and line integrity and immediately report any leaks or stress cracks to the Project Officer.

F. The contractor shall report weekly on the status of the PAF outlets and operations as required in Attachment 6, Reports Of Work.

5.30 WORK ACTIVITIES

Within one month following contract award, the Contractor shall prepare and submit an Annual Work Plan. The annual work plan shall describe how the contractor intends to accomplish the requirements of this Performance Work Statement. The contractor shall also prepare a Weekly Technical Report and attend a meeting on Thursday of each week according to the procedures described in the Reports of Work attachment.

ATTACHMENT 2

REPORTS OF WORK

REPORTS OF WORK

1. ANNUAL WORK PLAN - The Contractor shall prepare an Annual Work Plan within the first month of each contract year. The Work Plan shall provide the detailed implementation information necessary to complete the Performance Work Statement (PWS). The Work Plan shall contain the following components:

A. Organization and Management

1. Describe the overall organizational structure which clearly delineates the responsibilities, lines of authority and management approach utilized by the Contractor and Project Manager.
2. Describe how (technical approach) the major work activities comprising the statement of work for this contract will be implemented: 1) Program Management/Facility Documentation; 2) Scheduled Maintenance; 3) Maintenance and Repair; 4) Research Support; 5) Engineering Support; and Shipping/Receiving.

B. Personnel Policies for Recruitment and Retention

Describe the policies and plans proposed to recruit, hire, train, and retain qualified personnel for performance under this contract to fulfill the requirements of the Statement of Work.

C. Communication Mechanism

Describe the communication mechanism proposed to ensure effective coordination and timely management of activities to be conducted under this contract, including a discussion of how communications will be instituted and maintained to ensure effective interaction with any subcontractors and with EPA Project Officer.

D. Control Mechanisms

Describe the proposed plan to ensure that contractor team members conform to the letter and intent of EPA ORDER 1901.1A dated April 14, 1994.

E. Preventative Maintenance Schedule

Specify the Preventive Maintenance Schedule by identifying all planned preventive maintenance for each piece of equipment identified in Attachment 8. The list, to be generated by MP2 for Windows, shall include: the equipment, frequency of

maintenance, task descriptions and other information required by MP2 for Windows.

F. Staffing Schedule

Specify the work schedule for each employee on the contract.

G. Safety Program

Describe the proposed safety program to ensure contractor employees are performing their contract duties in a safe manner. This plan must meet all the federal and state safety requirements for performing work of the nature described in the contract and shall also include a medical monitoring program.

2. WEEKLY TECHNICAL REPORT AND MEETING

The Contractor shall submit to the Project Officer a Weekly Technical Report. The due date for this report is on Thursday of each week at the time of the meeting designated by the Project Officer. The purpose of this report and concurrent meeting is to facilitate the communication and operational coordination between EPA and the Contractor.

The report shall 1) identify significant events and problems for each of the five major work activities comprising the statement of work for this contract; and 2) the status of the Pollution Abatement Facility outlets and operations.

At this meeting, the Contractor's Project Manager shall be prepared to discuss the status of current Work Order Requests, problems encountered, and prioritization of workload. Other meetings between the Contractor's Project Manager and the Project Officer will occur on an as needed basis. Notes of discussions will be maintained by the Project Officer.

3. MONTHLY PROGRESS REPORTS

The Contractor shall furnish the monthly Progress Report to the Project Officer. The report shall be submitted on or before the tenth of each month following the first complete calendar month of the contract. The report must coincide with the Contractor's voucher submission.

A. Hours Report

The Contractor shall provide a report of all hours delivered, grouped by the five major work activities and then by task. Hours shall be identified by position with task and work activity totals. The report shall contain monthly and year-to-date totals.

The work "task" is defined as a Work Order, Preventive Maintenance or the following activities under work activity 1) Program Management/Facility Documentation:

1. Program Management and Administration
2. Startup Implementation of MP2 for Windows Startup Equipment History Files (Electronic Files)
3. Maintain Implementation of MP2 for Windows Maintain Equipment History Files (Electronic Files)
4. Startup Equipment History Files (Paper Files)
5. Maintain Equipment History Files (Paper Files)
6. Startup Facility Operations Manual
7. Maintain Facility Operations Manual

B. Work Order Status

The Contractor shall provide a report of all open and completed work orders during the reporting period. This report shall include scheduled completion date, actual completion date, approved hours and materials, actual labor hours and materials this month and to date, grouped by the five major work activities and then by work order.

The report shall provide summary of work order activity (i.e., the percent of work orders completed as compared to work orders issued and other parameters), distribution of work orders by due date, and distribution of work orders by date originated.

C. Deliverable Status

The Contractor shall provide a report of all deliverables identified in the PWS or Attachment 6 - Reports of Work. The report will contain the scheduled completion date, actual completion date and any significant events or problems.

D. Monthly Preventive Maintenance Schedule

The Contractor shall provide a monthly Preventive Maintenance Schedule identifying all planned preventive maintenance for the coming month and preventive maintenance completed during the previous month (i.e., the reporting period). The report shall include a listing of equipment, frequency, trade and estimated labor hours. Summary reports by trade of planned, completed and outstanding preventive maintenance will be provided. The Preventive Maintenance Schedule for the first month of the contract performance shall be submitted within 2 work days after the effective date of this contract.

4. STATUS REPORT/MANAGEMENT REVIEW

The Contractor shall make two management site visits per year. The Contractor shall review management systems, customer satisfaction (Project Officer (PO) and other laboratory personnel through the PO) and technical performance. A status report of this visit, including findings and recommendations, shall be delivered to the Project Officer within 30 days of each visit. The reports are due on April 30 and October 30 of each contract year.

ATTACHMENT 3

QUALITY ASSURANCE PLAN

QUALITY ASSURANCE PROGRAM

The Quality Assurance Program for this contract will be added at a later date with an amendment to the solicitation.

ATTACHMENT 4

CORVALLIS GOVERNMENT FURNISHED PROPERTY

ATTACHMENT 5

NEWPORT GOVERNMENT FURNISHED PROPERTY

PR-NC-02-10618

ATTACHMENT 6

CORVALLIS MATERIALS INVENTORY

ATTACHMENT 7

NEWPORT MATERIALS AND SUPPLY INVENTORY

ATTACHMENT 8

COLLECTIVE BARGAINING AGREEMENT

ATTACHMENT 9

NEWPORT TOOL & EQUIPMENT INVENTORY LIST

ATTACHMENT 10

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS**SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should

identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and

reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 11

CORVALLIS TOOL INVENTORY

ATTACHMENT 12

PAST PERFORMANCE QUESTIONNAIRE

ATTACHMENT - PAST PERFORMANCE QUESTIONNAIRE

S O U R C E S E L E C T I O N
S E N S I T I V E I N F O R M A T I O N

Name of Offeror: _____

Contract Information
(also to be supplied by offeror to EPA in proposal)

Name of Contractor:

Contract Number:

Contract Title:

Contract Value:

Type of Contract:

Period of Performance:

The ratings below are supplied by the contractor identified above, NOT the offeror.

Performance Elements	N/A	Outstanding	Good	Satisfactory	Fair	Unsatisfactory
1. Quality of Product or Service						
2. Timeliness of Performance						
3. Effectiveness of Management (including subcontractors)						
4. Initiative in Meeting Requirements						
5. Response to Technical Direction						
6. Responsiveness to Performance Problems						
7. Compliance with Cost Estimates						
8. Customer Satisfaction						
9. Overall Performance						

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror:

13. Would you do business with _____ again?
(insert offeror's name)

14. Information provided by:

Name of individual _____

Signature _____

Title _____

Date _____

Mailing Address _____

City, State and Zip Code _____

Telephone and Fax Numbers _____

ATTACHMENT - CLIENT AUTHORIZATION LETTER

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency RFP No. _____ for the procurement of _____. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to _____.
(offeror's point-of-contact)

Sincerely,

ATTACHMENT 13

SHIPPING/RECEIVING SOP

SHIPPING/RECEIVING SOPs

SHIPPING:

When using a freight service, a REQUEST FOR SHIPPING SERVICE and a US GOVERNMENT BILL OF LADING must be completed. These forms are available in the Shipping/Receiving Office in the Annex.

REQUEST FOR SHIPPING SERVICE

Shipping Request Forms shall accompany all packages to be shipped. Contact shipping company for cost estimate. Route REQUEST FOR SHIPPING SERVICES form including cost estimate to sender and then to EPA Purchasing. When the form is returned, fill out a US GOVERNMENT BILL OF LADING (GBL). If a mistake is made in filling out the GBL, you must write "VOID" on the form and record the number on the GBL log sheet. After completing the GBL, enter the date, Bill of Lading number, Freight Company and reason for shipping in the GBL log located in the Shipping/Receiving Office.

RECEIVING:

1. The driver will normally unload the item(s) from the truck unless the items are too large or heavy to unload by hand. In this case a Forklift will be used but only by a Certified Forklift Operator. The freight company driver is not permitted to operate the forklift.

2. Count and inspect items. Ensure that the number of items that are received match the number indicated on the driver's delivery sheet. Inspect all packages for damage. A package can either be accepted or refused. Determine if the damage is limited to the packaging or if the contents are damaged. If only the packaging is damaged accept the item but note on the driver's delivery form that you are accepting an item with damaged packaging which could impact the contents. If the contents are obviously damaged contact the recipient to determine if they wish to accept or refuse the package. If you cannot contact the recipient, refuse the item and have the driver return it to the sender.

3. Sign the delivery sheet

4. Arrange the items in the shipping/receiving area so that they do not block any isles. Small packages can be stored in the back of the shipping/receiving office.

CHECKING IN PACKAGES:

1. Locate the packing slip for the item(s)
2. Retrieve the purchase order (files located in shipping/receiving office)
3. Remove the packing material from the box and recycle all recyclable material.

4. Check the items received against the packing slip and the purchase order.
5. Check mark the left side and date stamp the right side of each item on the purchase order labeled " Receiving Report". Check off and date stamp all the items listed on the packing slip.
6. If the purchase order is complete (all items received). Stamp the back of the Receiving Report with the "I certify that..." stamp (located in shipping/receiving office), initial and date stamp this certification.
7. Send Receiving Report with packing slip attached to EPA Purchasing. This process must be completed within 24 hrs after receipt of items.
8. If items are missing or only a partial number of items are received, record the number received on the purchase order next to the quantity of the item ordered and date stamp. If the items are Backordered indicate the companies estimated delivery date if known.
9. Stamp "Partial" at the top of all copies of purchase order and date stamp next to the Partial stamp. Sign off on the back of the purchase order which is sent to EPA Purchasing , but do not send the packing slip with this copy. The packing slip on partial orders should be filed with the copy of the purchase order which remains in shipping/receiving until all item are received.
10. When the remaining items are received, circle them in pen check and date stamp. Stamp "Final" on the top of this copy of the purchase order and forward to EPA Purchasing along with the packing slip. Stamp and sign off on the back as in #6 above.
11. Government Bankcard Purchase orders are processed in the same manner expect that there will not always be a copy of the purchase order sent to shipping/receiving and partial shipments are not accepted. The bankcard purchaser should notify shipping/receiving (before the item is received) that they are expecting a shipment from Vendor "X" and an approximate delivery date.

ATTACHMENT 14

WORK REQUEST FORM

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Western Ecology Division

TROUBLE CALLS AND ODD JOBS

FROM:	TIME:	DATE:
PHONE:	ROOM:	BUILDING
DESCRIPTION OF THE TROUBLE OR WORK REQUESTED AND LOCATION		

This section for use by the O & M Contractor

TIME & DATE ASSIGNED BY:
ASSIGNED TO:
TIME WORK REQUESTED TO BE COMPLETED:
CONTROL NUMBER:

CERL - 6 (Revised 12/99)

ATTACHMENT 15

NEWPORT EQUIPMENT TO BE MAINTAINED BY CONTRACTOR

ATTACHMENT 16

NEWPORT PREVENTIVE MAINTENANCE TASK LIST

ATTACHMENT 17

NEWPORT SERVICE REQUEST HISTORY

ATTACHMENT 18

CORVALLIS PREVENTIVE MAINTENANCE TASK LIST

ATTACHMENT 19

CORVALLIS SERVICE REQUEST HISTORY

ATTACHMENT 20

CORVALLIS EQUIPMENT TO BE MAINTAINED

ATTACHMENT 21

SITE MAPS AND BUILDING FLOOR PLANS